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Attorneys for Defendant COSTCO WHOLESALE
CORPORATION

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

RAFAELA JACQUEZ, an individual,

Plaintiff,

v.

COSTCO WHOLESALE MEMBERSHIP, INC.,
a California Corporation; ROBERT
FERGUSON, and individual, and DOES 1
through 100, inclusive,

Defendants.

Case No.

[Contra Costa County Superior Court Case
No. C22-00945]

**DEFENDANT COSTCO
WHOLESALE CORPORATION'S
REQUEST FOR JUDICIAL NOTICE
[FRE 201]**

Complaint Filed: May 6, 2022

PLEASE TAKE NOTICE that in support of its Notice of Removal, pursuant to the
Federal Rules of Evidence rule 201, Defendant COSTCO WHOLESALE CORPORATION
("Costco") requests this Court take judicial notice of the following:

1. A true and correct copy of Plaintiff RAFAELA JACQUEZ's ("Plaintiff") Summons
and Complaint filed on May 6, 2022, in the Contra Costa County Superior Court, Case No. C22-
00945, which Costco received on May 25, 2022, is attached to this Request for Judicial Notice as
Exhibit A.

2. Plaintiff is a resident of Contra Costa County, California, as alleged in the operative
Complaint.

///

3. A true and correct copy of Costco's Answer contemporaneously filed in Case No. C22-00945 of the Contra Costa County Superior Court is attached to this Request for Judicial Notice as **Exhibit B**.

4. Costco is a corporation formed and organized under the laws of the State of Washington, as evidenced by the Amended Statement of Designation by a Foreign Corporation, a true and correct copy of which is attached to this Request for Judicial Notice as **Exhibit C**, and which is found on the California Secretary of State Website.

5. Costco Wholesale Corporation's principal place of business is located at 999 Lake Drive, Issaquah, Washington 98027, as evidenced by the Statement of Information filed by Costco on June 27, 2019 with the California Secretary of State, a copy of which is attached to this Request for Judicial Notice as **Exhibit D**, and which is found on the California Secretary of State Website.

A. LEGAL AUTHORITY FOR TAKING JUDICIAL NOTICE OF THIS MATERIAL

This Court may take judicial notice at any stage of the proceeding. Fed R. Evid. 201(d). Paragraph (b)(2) of Rule 201 states in part that "[t]he court may judicially notice a fact that is not subject to reasonable dispute because it: ... can be accurately and readily determined from sources whose accuracy cannot reasonably be questioned." Exhibits A-D are public records maintained by the State of California and readily accessible through the California Secretary of state website, and the Contra Costa County Superior Court. The aforementioned facts are maintained by reliable sources and cannot reasonably be questioned.

In light of the foregoing, Costco requests this Court take judicial notice of the following facts: (1) Plaintiff filed a Complaint with the Contra Costa County Superior Court against Costco on May 6, 2022 alleging causes of action for negligence and premises liability; (2) Plaintiff is a resident of the State of California; (3) Costco received the Complaint on May 25, 2022; (4) Costco contemporaneously filed an Answer to Plaintiffs' Complaint in Case No. C22-00945 of the Contra Costa County Superior Court, with this Notice of Removal and supporting documents, generally denying Plaintiffs' claims and asserting various affirmative defenses; (5) Costco is a corporation duly incorporated in the State of Washington; and (6) Costco's principal place of business is

1 located in the State of Washington.

2 **B. CONCLUSION**

3 For all of the aforementioned reasons, Defendant Costco respectfully requests that this
4 Court take judicial notice of the records and facts set forth above.

5
6 Dated: June 23, 2022

FREEMAN MATHIS & GARY, LLP

7
8
9 By:



Sharon C. Collier
Trevis J. Niemeyer
Attorneys for Defendant COSTCO
WHOLESALE CORPORATION

CERTIFICATE OF SERVICE

I declare that I am employed in the County of Contra Costa, State of California. I am over the age of eighteen years at the time of service and not a party to the within cause. My employment address is 1255 Treat Blvd, Suite 300, Walnut Creek, CA 94597 and my electronic service address is javi.brantley@fmglaw.com.

On June 23, 2022, I served copies of the attached document(s) entitled:

**DEFENDANT COSTCO
WHOLESALE CORPORATION'S
REQUEST FOR JUDICIAL NOTICE [FRE 201]**

on the interested parties in this action, by placing a true and correct copy thereof enclosed in a sealed envelope, addressed as follows:

Robert L. Booker II
864 S. Robertson Blvd., 3rd Fl
Los Angeles, Ca 90035

Attorney for Rafaela Jacquez

**E-mail: Robert@CPLGLaw.com
Soheil@CPLGLaw.com**

ý **BY ECF.** Pursuant to rule 5 of Federal Rules of Procedure, I served the attorneys of record by filing on the Court's ECF system.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on June 23, 2022 at San Francisco, California.

/s/ Javier Alexandria Brantley
Javier Alexandria Brantley

Exhibit A

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Costco Wholesale Membership, Inc., a California corporation; Robert Ferguson, an individual; and Does 1 through 100, inclusive;

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTA DEMANDANDO EL DEMANDANTE):

Rafaela Jacquez, an individual;

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
MAY - 6 2022

K. BEKER, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA

By: T. Schrader, Deputy Clerk

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form. If you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO: Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Wakefield Taylor Courthouse

725 Court Street

Martinez, CA 94553

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Robert L. Booker II; 232065; 864 S. Robertson Blvd., 3rd Floor, Los Angeles, CA 90035; 888-203-1422

CASE NUMBER - 00945
(Número de Caso)

DATE:

(Fecha)

MAY - 6 2022

Clerk, by

(Secretario) T. Schrader

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify):

under:



CCP 416.10 (corporation)



CCP 416.20 (defunct corporation)



CCP 416.40 (association or partnership)



other (specify):

- ☒ by personal delivery on (date):



by mail

by first class

by certified

by registered

200 W. SUMMONS STE 201
OAKLAND, CA 94612

415.425.2111

COPY

FILED
MAY - 6 2022K. BIEKER, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA

By: T. Schneider, Deputy Clerk

ROBERT L. BOOKER II (BAR NO. 232065)

SOHEIL BAHARI (BAR NO. 297162)

CENTURY PARK LAW GROUP, LLP

864 S. Robertson Blvd., 3rd Floor

Los Angeles, California 90035

Telephone: (888) 203-1422

Facsimile: (888) 203-1424

Email: Robert@CPLGLaw.comEmail: Soheil@CPLGLaw.comPER LOCAL RULE, THIS
CASE IS ASSIGNED TO
DEPT. 2A FOR ALL
PURPOSES

Attorneys for Plaintiff

RAFAELA JACQUEZ

SUMMONS ISSUED

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA - UNLIMITED

RAFAELA JACQUEZ, an individual,

Plaintiff,

vs.

COSTCO WHOLESALE MEMBERSHIP, INC., a
California corporation; ROBERT FERGUSON,
an individual; and DOES 1 through 100,
inclusive,

Defendants.

Case No. C22 - 00945 -

COMPLAINT FOR DAMAGES

1. Premises Liability
2. General Negligence

[DEMAND FOR TRIAL BY JURY]

Plaintiff RAFAELA JACQUEZ alleges as follows:

PRELIMINARY ALLEGATIONS

1. Plaintiff RAFAELA JACQUEZ (hereinafter referred to as "Plaintiff"), is, and at all times hereinafter mentioned was, an individual residing in the County of Contra Costa, State of California.

2. Defendant COSTCO WHOLESALE MEMBERSHIP, INC., (hereinafter referred to as "Defendant") is, and at all times hereinafter mentioned was, a company doing business in and with a principal place of business in the County of Contra, State of California. Jurisdiction in this court is proper pursuant to California Code of Civil Procedure 410.10 because Defendant does business in, purposefully avail itself of, or

1 otherwise reside within the State of California. Defendant ROBERT FERGUSON
 2 (hereinafter referred to as "Plaintiff"), is, and at all times hereinafter mentioned was, an
 3 individual residing in the County of Contra Costa, State of California. Defendant is, and
 4 at all times herein mentioned was, one of the owners and/or managers of a certain
 5 property located at 4801 Central Ave., Richmond, CA 94804 (hereinafter referred to as
 6 "PREMISES").

7 3. The true names and capacities, whether individual, corporate, associate
 8 or otherwise, of defendants, DOES 1 through 100, inclusive, are unknown to Plaintiff,
 9 who therefore sues said defendant by such fictitious names, and Plaintiff will ask leave
 10 of the Court to amend this Complaint to show their true names and capacities when the
 11 same have been ascertained. Plaintiff is informed, believes, and thereon alleges that
 12 each of the defendants designated herein as a DOE is negligently responsible in some
 13 manner for the events and happenings herein alleged.

14 4. Plaintiff is informed, believes, and thereon alleges that at all times herein
 15 mentioned defendants, and each of them, were acting on their own behalf and as the
 16 agents, employees and representatives of each other and of DOES 1 through 100,
 17 inclusive, (collectively referred to hereinafter as "Defendant") and were and are at all
 18 times relevant hereto acting within the scope and authority of such agency and
 19 employment and with the knowledge, consent, approval and ratification of each of the
 20 named defendants and of DOES 1 through 100, inclusive.

21 5. Venue in this Court is proper in that the cause of action occurred within
 22 this district, and/or at least one defendant resides in this judicial district.

23 6. Jurisdiction in this court is proper in that the principal amount in
 24 controversy is in excess of \$25,000.00.

25 **FIRST CAUSE OF ACTION**

26 **PREMISES LIABILITY - AGAINST ALL DEFENDANTS**

27 7. Plaintiff incorporates herein by reference paragraphs 1 through 6,
 28 inclusive, as if fully set forth herein and with the same force and effect.





1 8. At all times mentioned herein, Defendant and/or DOES 1 through 100,
2 inclusive, owned, maintained, controlled, managed, and operated the PREMISES.

3 9. On or about December 21, 2020, Plaintiff was lawfully within the
4 PREMISES. Specifically, Plaintiff was shopping at the PREMISES when Plaintiff tripped
5 and fell onto the floor caused by a dangerous condition, particularly improperly placed
6 plastic that was not open and obvious to Plaintiff.

7 10. At the aforementioned time and place, Defendants, and each of them,
8 inadequately and negligently maintained, repaired, managed, controlled, and owned,
9 the PREMISES. Defendants and each of them, by virtue of their ownership, control,
10 management, manufacture, design, assembly, sale, delivery, repair and/or maintenance
11 of the PREMISES, owed a duty of care to Plaintiff who would foreseeably be on and use
12 the PREMISES.

13 11. Defendants, and each of them, breached said duty by negligently
14 controlling and/or maintaining the PREMISES, by failing to keep the PREMISES in good
15 order, by negligently failing to take steps including but not limited to making
16 reasonable inspections of the PREMISES to either make the condition safe or warn
17 Plaintiff of the dangerous condition of said PREMISES, all of which caused Plaintiff to be
18 injured, causing Plaintiff to suffer the injuries and damages hereinafter described.

19 12. As a proximate result of the negligence of Defendants, and each of them,
20 Plaintiff was hurt and injured in Plaintiff's health, strength and activity, sustaining
21 injuries to said person, all of which injuries have caused, and continue to cause Plaintiff
22 mental, physical and nervous pain and suffering. Plaintiff is informed, believes, and
23 thereon alleges that such injuries have and will result in some temporary and/or
24 permanent disability to Plaintiff. As a result of such injuries, Plaintiff has suffered
25 general damages in an amount according to proof.

26 13. As a further direct and proximate result of Defendants', and each of their,
27 negligence, carelessness, recklessness and unlawful conduct thereby caused, as
28 aforesaid, Plaintiff has been required to obtain medical services, past, present and

1 future; has suffered loss of income and earnings, past, present and future; evidence of
 2 all of which Plaintiff will present at the time of trial and will amend this Complaint to
 3 conform to the proof if required to do so.

4 14. As a proximate result of the negligence of Defendants, and each of them,
 5 Plaintiff suffered from emotional distress and other mental injuries. As a result of such
 6 distress and mental injuries, Plaintiff has suffered general damages in an amount
 7 according to proof but in excess of the jurisdictional amount.

8 **SECOND CAUSE OF ACTION**

9 **GENERAL NEGLIGENCE - AGAINST ALL DEFENDANTS**

10 15. Plaintiff incorporates herein by reference all the allegations set forth in
 11 paragraphs 1 through 14, inclusive, in their entirety as if fully set forth herein and with
 12 the same force and effect.

13 16. Plaintiff is informed, believes, and hereon alleges that Plaintiff was
 14 further injured due to negligent acts or omissions by agents, representatives or
 15 employees of Defendants, and each of them.

16 17. Plaintiff is informed, believes, and hereon alleges that at all relevant
 17 times, Defendants, and each of them, owed Plaintiff a legal duty and/or duties. Plaintiff
 18 is further informed and believes that Defendants, and each of them, breached said duty
 19 and/or duties.

20 18. As a direct and proximate result of the negligence of the Defendants, and
 21 each of them, Plaintiff was seriously injured in health, strength and activity, sustaining
 22 injury to the body and shock and injury to the nervous system and person, all of which
 23 said injuries have caused, and continue to cause Plaintiff physical, mental and nervous
 24 pain, suffering and anguish, all to Plaintiff's general damage in a sum in excess of the
 25 minimal jurisdictional requirements of this Court to be determined at some future date,
 26 according to law. Accordingly, Plaintiff will also seek prejudgment interest for all such
 27 damages.

28 19. As a further direct and proximate result of the negligence of the
 Defendants, and each of them, Plaintiff was required to, and did, employ physicians,



1 surgeons and other health care practitioners to examine, treat and care for Plaintiff, and
2 did incur medical and incidental expenses. The exact amount of such expenses is
3 unknown to Plaintiff at this time, and Plaintiff will ask leave to amend this Complaint to
4 set forth the exact amount thereof when the same is ascertained.

5 20. As a further direct and proximate result of the negligence of the
6 Defendants, and each of them, Plaintiff sustained loss of earnings and earning capacity.
7 The exact amount of such loss is unknown to Plaintiff at this time, and Plaintiff will ask
8 leave to amend this Complaint to set forth the exact amount thereof when the same is
9 ascertained.

10 **REQUEST FOR JURY TRIAL**

11 Plaintiff hereby requests a trial by jury on all claims for relief alleged in, and on
12 all issues raised by, this Complaint.

13 **PRAYER**

14 WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- 15 1. For an award of Plaintiff's general, special, actual and compensatory
16 damages as proven at time of trial;
17 2. For lost earnings and earning capacity, past and future, according to
18 proof;
19 3. For an award of the costs incurred by Plaintiff in bringing and
20 maintaining this action; as well as
21 4. For such other and further relief which this Court deems just and proper.

22 DATED: May 4, 2022

CENTURY PARK LAW GROUP, LLP

23
24 By: 

25 ROBERT L. BOOKER II
26 SOHEIL BAHARI
27 Attorneys for Plaintiff
28 RAFAELA JACQUEZ



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Robert L. Booker II (232065); Soheil Bahari (297162) Century Park Law Group, LLP 864 S. Robertson Blvd., 3rd Floor Los Angeles, CA 90035 TELEPHONE NO.: 888-203-1422 FAX NO.: 888-203-1424 ATTORNEY FOR (Name): Plaintiff Rafaela Jacquez		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> MAY - 6 2022 K. BIEKER, CLERK OF THE COURT SUPERIOR COURT OF CALIFORNIA COUNTY OF CONTRA COSTA T. Servadei, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 Court St. MAILING ADDRESS: 725 Court St. CITY AND ZIP CODE: Martinez, CA 94553 BRANCH NAME: Wakefield Taylor Courthouse		CASE NAME: Jacquez v. Costco Wholesale Membership et al	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CASE NUMBER: 022-00945-		JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case.		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 2; Premises Liability; General Negligence
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 05/05/2022

Robert L. Booker II, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Superior Court of California, Contra Costa County

CV - Martinez-Wakefield Taylor Courthouse
 725 Court Street
 Martinez CA 94553
 925-608-1000
www.cc-courts.org



K. Bieker
 Court Executive Officer

CASE NAME: RAFAELA JACQUEZ VS. COSTCO WHOLESALE MEMBERSHIP, INC		CASE NUMBER: C22-00945
1. NOTICE IS HEREBY GIVEN THAT A CASE MANAGEMENT CONFERENCE IS SET IN THE ABOVE ENTITLED CASE AND WILL BE HELD IN THIS COURT ON:		
HEARING DATE: 08/29/2022	HEARING TIME: 8:30 AM	HEARING LOCATION: DEPARTMENT 21 725 COURT ST RM 320 MARTINEZ, CA 94553
<p>THIS FORM, A COPY OF THE NOTICE TO PLAINTIFFS, THE ADR INFORMATION SHEET, A BLANK CASE MANAGEMENT CONFERENCE QUESTIONNAIRE, AND A BLANK STIPULATION FORM ARE TO BE SERVED ON OPPOSING PARTIES. ALL PARTIES SERVED WITH SUMMONS AND COMPLAINT/CROSS-COMPLAINT OR THEIR ATTORNEY OF RECORD MUST APPEAR.</p> <p>2. YOU MAY STIPULATE TO AN EARLIER CASE MANAGEMENT CONFERENCE. IF ALL PARTIES AGREE TO AN EARLY CASE MANAGEMENT CONFERENCE, PLEASE CONTACT THE COURT CLERK'S OFFICE AT (925)608-1000 FOR UNLIMITED CIVIL AND LIMITED CIVIL CASES FOR ASSIGNMENT OF AN EARLIER DATE.</p> <p>3. YOU MUST BE FAMILIAR WITH THE CASE AND BE FULLY PREPARED TO PARTICIPATE EFFECTIVELY IN THE CASE MANAGEMENT CONFERENCE AND TO DISCUSS THE SUITABILITY OF THIS CASE FOR THE EASE PROGRAM, PRIVATE MEDIATION, BINDING OR NON-BINDING ARBITRATION, AND/OR USE OF A SPECIAL MASTER.</p> <p>4. AT ANY CASE MANAGEMENT CONFERENCE THE COURT MAY MAKE PRETRIAL ORDERS INCLUDING THE FOLLOWING:</p> <ul style="list-style-type: none"> a) AN ORDER ESTABLISHING A DISCOVERY SCHEDULE b) AN ORDER REFERRING THE CASE TO ARBITRATION c) AN ORDER TRANSFERRING THE CASE TO LIMITED JURISDICTION d) AN ORDER DISMISSING FICTITIOUS DEFENDANTS e) AN ORDER SCHEDULING EXCHANGE OF EXPERT WITNESS INFORMATION f) AN ORDER SETTING SUBSEQUENT CONFERENCE AND THE TRIAL DATE g) AN ORDER CONSOLIDATING CASES h) AN ORDER SEVERING TRIAL OF CROSS-COMPLAINTS OR BIFURCATING ISSUES i) AN ORDER DETERMINING WHEN DEMURRERS AND MOTIONS WILL BE FILED <p style="text-align: center;">SANCTIONS</p> <p>IF YOU DO NOT FILE THE CASE MANAGEMENT CONFERENCE QUESTIONNAIRE OR ATTEND THE CASE MANAGEMENT CONFERENCE OR PARTICIPATE EFFECTIVELY IN THE CONFERENCE, THE COURT MAY IMPOSE SANCTIONS (INCLUDING DISMISSAL OF THE CASE AND PAYMENT OF MONEY).</p>		

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY

I DECLARE UNDER PENALTY OF PERJURY THAT I AM NOT A PARTY TO THE WITHIN ACTION OR PROCEEDING; THAT ON THE DATE BELOW INDICATED, I SERVED A COPY OF THE FOREGOING NOTICE BY DEPOSITING SAID COPY ENCLOSED IN A SEALED ENVELOPE WITH POSTAGE THEREON FULLY PREPAID IN THE UNITED STATES MAIL AT MARTINEZ, CALIFORNIA AS INDICATED ABOVE.

DATE: 5/6/2022

BY:

T. SCHRADER, DEPUTY CLERK



**CONTRA COSTA COUNTY SUPERIOR COURT
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION**

All judges in the Civil Trial Delay Reduction Program agree that parties should consider using Alternative Dispute Resolution (ADR) to settle their cases. To tell the court you will use ADR:

- Choose ADR on the *Case Management Form* (CM-110);
- File a *Stipulation and Order to Attend ADR and Continue First Case Management Conference 90-Days* (local court form); or
- Agree to ADR at your first court appearance.

Questions? Email adrweb@contracosta.courts.ca.gov or call (925) 608-2075

MEDIATION

Mediation is often faster and less expensive than going to trial. Mediators help people who have a dispute talk about ways they can settle their case. Parties email, fax or visit the ADR Programs office to get a list of mediators. After parties have agreed on a mediator, they must write a summary (5 pages or less) explaining the facts, legal arguments, and legal authority for their position. They must send this summary to the other parties and the mediator at least 5 court days before mediation starts.

ALL parties and attorneys must go to mediation. Mediation can be held whenever and wherever the parties and the mediator want, as long as they finish before the court deadline. In some kinds of court cases, parties have the chance to mediate in the courthouse on their trial day.

Most mediators begin by talking with the parties together, helping them focus on the important issues. The mediator may also meet with each party alone. Mediators often ask parties for their ideas about how to settle the case. Some mediators tell the parties how much money they think a case is worth, or tell them what they think might happen if the case went to trial. Other mediators help the parties decide these things for themselves. No matter what approach a mediator takes, decisions about settling a case can only be made when all the parties agree.

If the parties go through the court ADR program, mediators do not charge fees for the first half hour spent scheduling or preparing for mediation. They also do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediators regular fees. Some mediators ask for a deposit before mediation starts. Mediators who do this must give back whatever is left after counting the time he or she spent preparing for or doing the mediation. A party whose court fees have been waived (cancelled) may ask if their mediation fees or deposit can be waived.

If parties agree about how they will settle their case, they can choose to keep it private, write it up as a contract, or ask the judge to make it a court order. What parties say and agree to in mediation is confidential (private).

PRIVATE MEDIATION

Private mediation works in the same way as judicial mediation, but the parties do not go through the ADR Programs office. Parties choose a mediator on their own, and pay the mediator's normal fees.

JUDICIAL ARBITRATION (non-binding)

In judicial arbitration, an independent attorney (arbitrator) looks at the evidence, listens to the parties and their witnesses, and decides how the case will be settled. Judicial arbitration is less formal than court. Parties email, fax or visit the ADR Programs office to get a list of arbitrators. If they cannot agree on an arbitrator, the court will assign one. The judge can send cases to arbitration if there is less than \$50,000 in dispute. The person who started the court case can make sure the case goes to arbitration if they agree to limit the amount they are asking for to \$50,000. Parties can also agree they want to use judicial arbitration. The arbitrator must send their decision (award) to the court within 10 days of the last hearing. The award becomes a court judgment unless a party asks the court to review the case within 60 days. Parties must use the ADR-102 form to ask for a new court hearing (called a trial de novo.) Judicial arbitrators charge \$150 per case or per day.

PRIVATE ARBITRATION (non-binding and binding)

Private, non-binding arbitration is the same as judicial arbitration, except that the parties do not go through the ADR Programs office to choose an arbitrator, and the arbitrator's award will not become a judgment of the court unless all parties agree. Parties must pay the arbitrator's normal fees.

Binding arbitration is different from judicial or private non-binding arbitration because the arbitrator's decision is final. Parties give up their right to have a judge review their case later (except for reasons listed in California Code of Civil Procedure, Section 1286.2.) Binding arbitration rules are listed in California Code of Civil Procedure, Sections 1280-1288.8. Parties may also agree any time before the judge has made a decision that ends the case to switch to binding arbitration. Parties choose the arbitrator on their own, and must pay the arbitrator's normal (not \$150) fees.

SETTLEMENT MENTOR CONFERENCE

Settlement mentors are independent, experienced trial attorneys that a judge has assigned to help parties look for ways to settle their case. The conference is free and is held in the courthouse. It is often held on the morning of trial, but it can be scheduled anytime. These conferences usually last two or three hours. Parties do not present evidence and do not call witnesses. Parties can ask the settlement mentor to keep some information confidential (private) from the other party, but not from the judge. The settlement mentor can share any information with the judge, or involve the judge in settlement discussions. All principals, clients, and claims representatives must attend the settlement mentor conference.

NEUTRAL CASE EVALUATION

In neutral case evaluation, an independent attorney (evaluator) reviews documents and listens to each party's side of the case. The evaluator then tells the parties what they think could happen if the case went to trial. Many people use the evaluator's opinion to reach an agreement on their own, or use this information later in mediation or arbitration to settle their case.

Parties email, fax or visit the ADR Programs office to get a list of evaluators. After parties have agreed on an evaluator, they must write a summary (5 pages or less) explaining the facts, legal arguments, and legal authority for their position. They must send this summary to the other parties and the evaluator at least 5 court days before evaluation starts. ALL parties and their attorneys must go to neutral case evaluation. The evaluation can be held whenever and wherever the parties and the evaluator want, as long as they finish before the court deadline. If the parties go through the court's ADR program, evaluators do not charge any fees for the first half hour spent scheduling or preparing for the evaluation conference. They also do not charge fees for the first two hours of the evaluation. If parties need more time, they must pay that evaluators regular fees. Some evaluators ask for a deposit before evaluation starts. Evaluators who do this must give back whatever is left after counting the time he or she spent preparing for or doing the evaluation. A party whose court fees have been waived (cancelled) may ask if their evaluation fees or deposit can be waived.

TEMPORARY JUDGE

Some parties want a trial, but want to choose who will decide the case and when the trial will take place. Parties can agree on an attorney that they want the court to appoint as a temporary judge for their case. (See Article 6, Section 21 of the State Constitution and Rule 2.830 of the California Rules of Court.) Temporary judges have nearly the same authority as a superior court judge to conduct a trial and make decisions. As long as the parties meet the court deadline, they can schedule the trial at their own and the temporary judge's convenience.

Each of the temporary judges on the court's panel has agreed to serve at no charge for up to 5 court days. If the parties need more time, they must pay that person's regular fees. All parties and their lawyers must attend the trial, and provide a copy of all briefs or other court documents to the temporary judge at least two weeks before the trial. These trials are similar to other civil trials, but are usually held outside the court. The temporary judge's decision can be appealed to the superior court. There is no option for a jury trial. The parties must provide their own court reporter.

SPECIAL MASTER

A special master is a private lawyer, retired judge, or other expert appointed by the court to help make day-to-day decisions in a court case. The special master's role can vary, but often includes making decisions that help the discovery (information exchange) process go more smoothly. He or she can make decisions about the facts in the case. Special masters can be especially helpful in complex cases. The trial judge defines what the special master can and cannot do in a court order.

Special masters often issue both interim recommendations and a final report to the parties and the court. If a party objects to what the special master decides or reports to the court, that party can ask the judge to review the matter. In general, the parties choose (by stipulation) whom they want the court to appoint as the special master, but there are times (see California Code of Civil Procedure Section 639), when the court may appoint a special master or referee without the parties' agreement. The parties are responsible to pay the special master's regular fees.

COMMUNITY MEDIATION SERVICES

Mediation Services are available through non-profit community organizations. These low-cost services are provided by trained volunteer mediators. For more information about these programs contact the ADR Program at adrweb@contracosta.courts.ca.gov

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

- Page 1 of 5

CM-110

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*

☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**

The party or parties request ☐ a jury trial ☐ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**

a. ☐ The trial has been set for *(date)*:

b. ☐ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain)*:

c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability)*:

7. **Estimated length of trial**

The party or parties estimate that the trial will take *(check one)*:

a. ☐ days *(specify number)*:

b. ☐ hours (short causes) *(specify)*:

8. **Trial representation** *(to be answered for each party)*

The party or parties will be represented at trial ☐ by the attorney or party listed in the caption ☐ by the following:

a. Attorney:

b. Firm:

c. Address:

d. Telephone number:

f. Fax number:

e. E-mail address:

g. Party represented:

☐ Additional representation is described in Attachment 8.

9. **Preference**

☐ This case is entitled to preference *(specify code section)*:

10. **Alternative dispute resolution (ADR)**

a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 of the California Rules of Court for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel ☐ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.

b. **Referral to judicial arbitration or civil action mediation** (if available).

(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption)*:

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PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (<i>specify</i>):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

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PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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11. Insurance

- a. ☐ Insurance carrier, if any, for party filing this statement (*name*):
- b. ☐ Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (*explain*):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. ☐ There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- ☐ Additional cases are described in Attachment 13a.
- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

14. Bifurcation

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- ☐ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

16. Discovery

- a. ☐ The party or parties have completed all discovery.
- b. ☐ The following discovery will be completed by the date specified (*describe all anticipated discovery*):

Party

Description

Date

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

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PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (*if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case*):

18. Other issues

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference (*specify*):

19. Meet and confer

- a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (*if not, explain*):
- b. ☐ After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (*specify*):

20. Total number of pages attached (*if any*): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF CONTRA COSTA**

Plaintiff(s) / Cross Plaintiff(s)

vs.

ADR Case Management Stipulation and Order
(Unlimited Jurisdiction Civil Cases)

CASE NO: _____

Defendant(s) / Cross Defendant(s)

- ▶ ALL PARTIES STIPULATING TO ADR AND DELAYING THEIR CASE MANAGEMENT CONFERENCE 90 DAYS MUST **SUBMIT THE ORDER FOR THE JUDGE'S SIGNATURE AND FILE THIS FORM AT LEAST 15 DAYS BEFORE THEIR CASE MANAGEMENT CONFERENCE.** (NOT AVAILABLE IN COMPLEX LITIGATION CASES.)
- ▶ PARTIES MUST ALSO SEND A COPY OF THIS **FILED STIPULATION AND ORDER TO THE ADR OFFICE:**
EMAIL adrweb@contracosta.courts.ca.gov FAX: (925) 608-2109 MAIL: P.O. BOX 911, MARTINEZ, CA 94553

Counsel and all parties agree to delay their case management conference 90 days to attend ADR and complete pre-ADR discovery as follows:

1. Selection and scheduling for Alternative Dispute Resolution (ADR):

- a. The parties have agreed to ADR as follows:
- i. ☐ Mediation (☐ Court-connected ☐ Private)
 - ii. ☐ Arbitration (☐ Judicial Arbitration (non-binding) ☐ Private (non-binding) ☐ Private (binding))
 - iii. ☐ Neutral case evaluation
- b. The ADR neutral shall be selected by (date): _____ (no more than 14 days after filing this form)
- c. ADR shall be completed by (date): _____ (no more than 90 days after filing this form)

2. The parties will complete the following discovery plan:

- a. ☐ Written discovery: (☐ Additional page(s) attached)
- i. ☐ Interrogatories to:
 - ii. ☐ Request for Production of Documents to:
 - iii. ☐ Request for Admissions to:
 - iv. ☐ Independent Medical Evaluation of:
 - v. ☐ Other:
- b. ☐ Deposition of the following parties or witnesses: (☐ Additional page(s) attached)
- i. _____
 - ii. _____
 - iii. _____
- c. ☐ No Pre-ADR discovery needed

3. The parties also agree: _____

4. Counsel and self-represented parties represent they are familiar with and will fully comply with all local court rules related to ADR as provided in Title Three; Chapter 5, will pay the fees associated with these services, and understand that if they do not, without good cause, comply with this stipulation and all relevant local court rules, they may be subject to sanctions.

Counsel for Plaintiff (print)	Fax
Signature	
Counsel for Plaintiff (print)	Fax
Signature	

Counsel for Defendant (print)	Fax
Signature	
Counsel for Defendant (print)	Fax
Signature	

Pursuant to the Stipulation of the parties, and subject to the *Case Management Order* to be filed, **IT IS SO ORDERED** that the Case Management Conference set for _____ is vacated and rescheduled for _____ at (8:30 a.m. / _____) **Plaintiff / Plaintiff's counsel must notify all parties of the new case management conference.**

Dated: _____

Judge of the Superior Court

1 ROBERT L. BOOKER II (BAR NO. 232065)
2 SOHEIL BAHARI (BAR NO. 297162)
3 **CENTURY PARK LAW GROUP, LLP**
4 864 S. Robertson Blvd., 3rd Floor
5 Los Angeles, California 90035
6 Telephone: (888) 203-1422
7 Facsimile: (888) 203-1424
8 Email: Robert@CPLGLaw.com
9 Email: Soheil@CPLGLaw.com

10 Attorneys for Plaintiff
11 RAFAELA JACQUEZ

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF CONTRA COSTA - UNLIMITED**

14 RAFAELA JACQUEZ, an individual,
15 Plaintiff,

16 vs.

17 COSTCO WHOLESALE MEMBERSHIP, INC., a
18 California corporation; ROBERT FERGUSON,
19 an individual; and DOES 1 through 100,
20 inclusive,
21 Defendants.

Case No.:

**PLAINTIFF'S STATEMENT OF
DAMAGES**

22 **TO THE DEFENDANTS AND TO THEIR COUNSEL OF RECORD:**

23 NOTICE IS HEREBY GIVEN to the Defendants herein, and through attorneys of record,
24 that Plaintiff RAFAELA JACQUEZ claims the following special and general damages:

- 25 1. **SPECIAL DAMAGES:** \$100,000.00
26 2. **GENERAL DAMAGES:** \$300,000.00

27 ///

28 ///

DATED: May 4, 2022

CENTURY PARK LAW GROUP, LLP



By: _____

ROBERT L. BOOKER II
SOHEIL BAHARI
Attorneys for Plaintiff
RAFAELA JACQUEZ



Exhibit B

Sharon C. Collier (SBN 203450)
sharon.collier@fmglaw.com
FREEMAN MATHIS & GARY, LLP
1255 Treat Boulevard, Suite 300
Walnut Creek, CA 94597

Telephone: 925.466.5904
Facsimile: 833.317.0293

Attorneys for Defendant
COSTCO WHOLESALE CORPORATION

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF COSTA COSTA – UNLIMITED**

RAFAELA JACQUEZ individually,

Plaintiff,

v.

COSTCO WHOLESALE MEMBERSHIP, INC., a
California corporation; ROBERT FERGUSON, an
individual, and

DOES 1 Through 100, inclusive,

Defendants.

Case No.: C22-00945

**DEFENDANT COSTCO
WHOLESALE CORPORATION'S
ANSWER TO COMPLAINT**

Assigned for all purposes to
Department 21

Complaint Filed: May 6, 2022

Defendant COSTCO WHOLESALE CORPORATION hereby answers the Complaint of
Plaintiff RAFAELA JACQUEZ as follows:

GENERAL DENIAL

Pursuant to Code of Civil Procedure section 431.30(d), Defendant generally denies each
and every allegation contained in Plaintiff's Complaint, and each and every cause of action
therein, and specifically denies that Plaintiff has been damaged in any respect by any allegedly
wrongful act or omission on the part of Defendant, its officers, employees, or agents. This
paragraph is incorporated by reference into each and every affirmative defense set forth below.

//

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

The Complaint, and each cause of action thereof, fails to set forth facts sufficient to constitute a cause of action against this answering Defendant.

SECOND AFFIRMATIVE DEFENSE

(Comparative Fault)

Defendant alleges that Plaintiff was careless and negligent in and about the matter alleged in her Complaint and that said carelessness and negligence on said Plaintiff's own part proximately contributed to the happening of the accident, to the injuries, losses and damages complained of, if any there were.

THIRD AFFIRMATIVE DEFENSE

(Fault of Others)

While at all times denying any liability and responsibility whatsoever to Plaintiff herein, Defendant contends that the alleged liability or responsibility is small in proportion to the alleged liability and responsibility of other persons and entities, including other persons and entities who may or may not be defendants herein, and that Plaintiff should be limited to seeking recovery from this defendant for the proportion of alleged injuries and damages for which this defendant is allegedly liable or responsible, all such alleged liability and responsibility being expressly denied.

FOURTH AFFIRMATIVE DEFENSE

(Assumption of the Risk)

Plaintiff is barred from asserting any claim against Defendant by reason of Plaintiff's assumption of the risk of the matters causing the injuries and damages incurred, if any.

FIFTH AFFIRMATIVE DEFENSE

(Failure to Use Reasonable Diligence)

Defendant is informed and believes and thereon alleges that Plaintiff's injuries, losses or damages, if any, were aggravated by Plaintiff's and/or other defendants' failure to use reasonable diligence.

SIXTH AFFIRMATIVE DEFENSE

(Doctrine of Laches)

Defendant alleges that the Plaintiff's claims are barred by the equitable doctrine of laches.

SEVENTH AFFIRMATIVE DEFENSE

(Waiver / Estoppel)

Plaintiff has waived and is estopped from asserting any claim against this Defendant by reason of Plaintiff's approval and consent to the risk in the matters causing the damages alleged, if any, in their acknowledgment of, acquiescence in and consent to the alleged act or omissions, if any, of this Defendant.

EIGHTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

Defendant alleges that Plaintiff's injuries, losses and damages suffered, if any, which are expressly denied, were caused by Plaintiff's failure to take reasonable steps to mitigate such damages; to the extent that such injuries, losses or damages were caused by Plaintiff's failure to take reasonable steps to mitigate such damages, that such are not recoverable against this answering Defendant.

NINTH AFFIRMATIVE DEFENSE

(Civil Code §1431.2 Apportionment)

The liability of this answering Defendant, if any, for Plaintiff's economic loss should be prorated pursuant to the provisions of California Civil Code section 1431.2.

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PRAYER FOR RELIEF

WHEREFORE, Defendant prays as follows:

1. That Plaintiff takes nothing by reason of the Complaint;
2. For judgment in Defendant's favor and dismissal of the action with prejudice;
3. For costs of suit; and
5. For such other relief that the Court deems just and proper.

Dated: June 23, 2022

FREEMAN MATHIS & GARY, LLP

By: 

Sharon C. Collier

Attorneys for Defendant
Costco Wholesale Corporation

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA

I am employed in the County of Contra Costa, State of California. I am over the age of 18 and not a party to the within action; my business address is 1255 Treat Boulevard, Suite 300, Walnut Creek, California and my electronic service address is guadalupe.saldana@fmglaw.com.

On June 23, 2022, I served the foregoing document(s) entitled:

DEFENDANT COSTCO WHOLESALE CORPORATION'S ANSWER TO COMPLAINT

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Roert L. Booker II
864 S. Robertson Blvd., 3rd Fl
Los Angeles, CA 90035
Email: Robert@CPLGLaw.com
Soheil@CPLGLaw.com

Attorney for Rafaela Jacquez

☒ **(BY ELECTRONIC SERVICE):** (BY-E-MAIL) (COURTESY COPY) By Transmitting a true copy of the foregoing document(s) to the E-mail address(s) set forth above.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 23, 2022, at Covina, California.



Javier Alexandria Brantley

Exhibit C

NCTO:

A344517

AMENDED
STATEMENT AND DESIGNATION
BY
FOREIGN CORPORATION

1587907
DO NOT WRITE IN THIS SPACE

FILED
In the office of the Secretary of State
of the State of California

JAN 22 1988

March Fong Eu
MARCH FONG EU, Secretary of State

COSTCO WHOLESALE CORPORATION

_____, a corporation
organized and existing under the laws of Washington,
and which is presently qualified for the transaction of intrastate business in the
State of California, makes the following statements and/or designation:

That the name of the corporation has been changed to that hereinabove set forth
and that the name relinquished at the time of such change was _____
CWC Corporation which will do business in California as Washington
Wholesalers Inc.

COSTCO WHOLESALE CORPORATION
(Name of Corporation)

Michael D. Anderton
(Signature of corporate officer)

Corporate
Michael D. Anderton, Secretary
(Typed name and title of officer signing)

INSTRUCTIONS:

1. If this Amended Statement shows a change of corporate name, there must be attached to this Amended Statement a certificate of an authorized public official of the state or place of incorporation, that such change of name was made in accordance with the laws of that state or place.
2. For filing this Amended Statement there is a fee of \$15.00.



STATE of WASHINGTON SECRETARY of STATE


I, **Ralph Munro**, Secretary of State of the State of Washington and custodian of its seal, hereby certify that according to the records on file in my office Articles of Merger between CWC CORPORATION, a Washington corporation, and COSTCO WHOLESALE CORPORATION, a Delaware corporation, whereby CWC CORPORATION is the surviving corporation under the name COSTCO WHOLESALE CORPORATION were received and filed in this office September 1, 1987.

Date: September 1, 1987

Given under my hand and the seal of the State of Washington, at Olympia, the State Capitol.

Ralph Munro, Secretary of State

Exhibit D

	State of California Secretary of State Statement of Information (Foreign Corporation) FEES (Filing and Disclosure): \$25.00. If this is an amendment, see instructions. IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM	F	G752821 FILED In the office of the Secretary of State of the State of California JUN-27 2019
1. CORPORATE NAME COSTCO WHOLESALE CORPORATION			
2. CALIFORNIA CORPORATE NUMBER C1587907		This Space for Filing Use Only	
No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)			
3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety. <input type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 13.			
Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)			
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE		CITY	STATE ZIP CODE
999 LAKE DRIVE, ISSAQUAH, WA 98027			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY		CITY	STATE ZIP CODE
4649 MORENA BOULEVARD, SAN DIEGO, CA 92117			
6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4		CITY	STATE ZIP CODE
LICENSING P.O. BOX 35005, SEATTLE, WA 98124			
Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)			
7. CHIEF EXECUTIVE OFFICER/ ADDRESS		CITY	STATE ZIP CODE
WALTER C. JELINEK 999 LAKE DRIVE, ISSAQUAH, WA 98027			
8. SECRETARY ADDRESS		CITY	STATE ZIP CODE
JOHN C. SULLIVAN 999 LAKE DRIVE, ISSAQUAH, WA 98027			
9. CHIEF FINANCIAL OFFICER/ ADDRESS		CITY	STATE ZIP CODE
RICHARD A. GALANTI 999 LAKE DRIVE, ISSAQUAH, WA 98027			
Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.			
10. NAME OF AGENT FOR SERVICE OF PROCESS			
C T CORPORATION SYSTEM			
11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL		CITY	STATE ZIP CODE
Type of Business 12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION WHOLESALE/RETAIL MBRSHP WAREHS			
13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.			
06/27/2019	GAIL E. TSUBOI	AVP/ASST. SECRETARY	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE
SI-350 (REV 01/2013)			APPROVED BY SECRETARY OF STATE

CERTIFICATE OF SERVICE

I declare that I am employed in the County of Contra Costa, State of California. I am over the age of eighteen years at the time of service and not a party to the within cause. My employment address is 1255 Treat Blvd, Suite 300, Walnut Creek, CA 94597 and my electronic service address is javi.brantley@fmglaw.com.

On June 21, 2022, I served copies of the attached document(s) entitled:

DEFENDANT COSTCO WHOLESALE CORPORATION'S REQUEST FOR JUDICIAL NOTICE [FRE 201]

on the interested parties in this action, by placing a true and correct copy thereof enclosed in a sealed envelope, addressed as follows: *Attorney for Leigh Patterson*

John N. Metri, Esq
Downtown L.A. Law Group
601 N. Vermont Ave
Los Angeles, Ca 90004
E-mail: john.metri@downtownlalaw.com

ý **BY ECF.** Pursuant to rule 5 of Federal Rules of Procedure, I served the attorneys of record by filing on the Court's ECF system.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on June 21, 2022 at San Francisco, California.

/s/ Javier Alexandria Brantley
Javier Alexandria Brantley